

EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----- X

HARTFORD FIRE INSURANCE CO. a/s/o
Klearwall Industries, Inc.,

Civil Action No. 18-00121

v.

MAERSK LINE, a division of the A.P. Moller –
Maersk Group, ALBATRANS, INC.
SAPSAN, LLC and XYZ Corp.,

:
:

Amended
**NOTICE TO TAKE
DEPOSITION UPON
ORAL EXAMINATION OF
YULIAN NILSEN**

Defendants.

----- X

To: Justin M. Heilig, Esq.
Teresa H. Dooley, Esq.
HILL RIVKINS LLP
45 Broadway, Suite 1500
New York, New York 10006
Attorneys for Defendant, Sapsan, LLC

PLEASE TAKE NOTICE that, in accordance with Fed. R. Civ. P. 30(b) and the Rules of Court, testimony will be taken by deposition upon oral examination before a person authorized by the laws of the State of New Jersey to administer oaths, on **Tuesday, February 12, 2019, 10:00 a.m., at the law office of HILL RIVKINS, LLC, 102 South Broadway, South Amboy, New Jersey 08879**, with respect to the limited subject matter of personal jurisdiction over Defendant, Sapsan LLC contacts with the State of New York, and all matters relevant thereto, at which time and place you will please produce the following persons whose testimony is to be taken:

**YULIAN NILSEN,
Owner and Managing Member of Defendant, Sapsan, LLC**

TAKE FURTHER NOTICE, that at the same time and place, defendant is required to bring with him the documents listed below:

1. Any and all reports, records, or other documents, for the years 2017 and 2018, that Defendant, Sapsan, LLC (“Sapsan”) has filed with, or received from, the New York State Department of Taxation and Finance in connection with or related to the New York Highway Use Tax (HUT) program.

2. Any and all reports, records, or other documents, for the years 2017 and 2018, that Defendant, Sapsan, LLC (“Sapsan”) has filed with, or received from, any department or agency of the State of New York other than the New York State Department of Taxation and Finance.
3. Any written contract, agreement, pricing sheet, or rate sheet between Sapsan and Defendant, Albatrans, Inc., (“Albatrans”).
4. Any written contract, agreement, pricing sheet, or rate sheet between Sapsan and Plaintiff’s insured, Klearwall Industries, LLC (“Klearwall”).
5. All emails either to or from Sapsan involving or relating to the pick-up and delivery of shipments on behalf of Albatrans and/or Klearwall for the years 2017 and 2018.
6. All freight invoices or freight bills issued to Albatrans for the years 2017 and 2018.
7. All checks or other documents reflecting payments that Sapsan received from Albatrans.
8. All bills of lading for shipments transported by Sapsan on behalf of Albatrans and/or Klearwall for the years 2017 and 2018.
9. A list of all Sapsan’s customers and vendors located in the State of New York.
10. Copy of Uniform Intermodal Interchange and Facilities Agreement(s) (UIIA) with defendant, Maersk and any other steamship line.
11. Copy of any agreements with Maersk or other steamship lines.
12. Copies of all checks received or paid by Sapsan to or from Maersk or other steamship lines.

Dated: February 4, 2019

/s/ Gerard F. Smith

Gerard F. Smith, Esq.
PEZOLD SMITH HIRSCHMANN & SELVAGGIO, LLC
One Broadway, Suite 201
Denville, New Jersey 07834
973-586-6700
Attorneys for Plaintiff

cc: James L. Ross, Esq.
Attorney for Defendant, Maersk
Andrew R. Spector, Esq./Troy Geisser, Esq.
Attorneys for Defendant, Albatrans

Gilmartin Court Reporting

EXHIBIT D

JUSTIN M. HEILIG
TERESA H. DOOLEY
HILL RIVKINS LLP
45 Broadway, Suite 1500
New York, NY 10006
Tel: (212) 669-0600
Fax: (212) 669-0698
Attorneys for Defendant Sapsan LLC

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

HARTFORD FIRE INSURANCE CO.
a/s/o Klearwall Industries, Inc.,

Plaintiff,

- against -

MAERSK LINE, a division of the A.P.
Moller-Maersk Group, ALBATRANS INC.,
SAPSAN LLC, and XYZ CORP.,

Defendants.

Case No. 18-cv-00121-PKC

**SAPSAN'S RESPONSES TO
DOCUMENT REQUESTS IN PLAINTIFF'S
AMENDED NOTICE OF DEPOSITION**

Defendant Sapsan LLC ("Sapsan"), by and through its attorneys Hill Rivkins LLP, hereby responds to the document requests contained in Plaintiff's Amended Notice to Take Deposition of Yulian Nilsen dated February 4, 2019, pursuant to Rule 34 of the Federal Rules of Civil Procedure, as follows:

DEFINITIONS

1. The term "Maersk" shall mean defendant Maersk Line A/S, improperly sued herein as "Maersk Line, a division of the A.P. Moller-Maersk Group."
2. The term "Albatrans" shall mean defendant Albatrans Inc.

3. The term “Plaintiff” shall mean plaintiff Hartford Fire Insurance Co., the alleged subrogee of Klearwall Industries, Inc.
4. The term “Klearwall” shall mean Klearwall Industries, Inc., Plaintiff’s alleged subrogor.
5. The term “Shipments” shall mean the transportation of ocean shipping containers MSKU 4769869 and MSKU 4746610 and their contents, if any, by motor carriage from Newark, New Jersey to Stratford, Connecticut on or about March 2 and 3, 2017.

RESPONSES

1. Any and all reports, records, or other documents, for the years 2017 and 2018, that Defendant, Sapsan, LLC (“Sapsan”) has filed with, or received from, the New York State Department of Taxation and Finance in connection with or related to the New York Highway Use Tax (“HUT”) program.

Response: Sapsan objects to this request as vague and ambiguous, given that it does not identify the particular documents sought by Plaintiff nor the particular departments or agencies covered by the request. Sapsan further objects to this request as overly broad, unduly burdensome, vexatious, and disproportional to the needs of the case pursuant to Rule 26(b)(1), particularly as any benefit of the proposed discovery would be far outweighed by the burden and expense that would be imposed on a small company like Sapsan. Sapsan further objects to this request as a wasteful fishing expedition that seeks irrelevant information under either the *Goodyear-Daimler* standard for general jurisdiction or the C.P.L.R. 302(a) standards for long-arm jurisdiction. Subject to the foregoing objections, please see the attached documents, Bates nos. SAP 000001 - 000018.

2. Any and all reports, records, or other documents, for the years 2017 and 2018, that Defendant, Sapsan, LLC (“Sapsan”) has filed with, or received from, any department or agency of the State of New York other than the New York State Department of Taxation and Finance.

Response: Sapsan objects to this request as vague and ambiguous, given that it does not identify the particular documents sought by Plaintiff nor the particular departments or

agencies covered by the request. Sapsan further objects to this request as overly broad, unduly burdensome, vexatious, and disproportional to the needs of the case pursuant to Rule 26(b)(1), particularly as any benefit of the proposed discovery would be far outweighed by the burden and expense that would be imposed on a small company like Sapsan. Sapsan further objects to this request as a wasteful fishing expedition that seeks irrelevant information under either the *Goodyear-Daimler* standard for general jurisdiction or the C.P.L.R. 302(a) standards for long-arm jurisdiction. Subject to the foregoing objections, Sapsan states that it does not possess any documents responsive to this request.

3. Any written contract, agreement, pricing sheet, or rate sheet between Sapsan and Defendant, Albatrans, Inc. (“Albatrans”).

Response: Sapsan objects to this request as vague, ambiguous, and overly broad, particularly as it is not limited in time or scope. Subject to the foregoing objections, please see the attached documents, including but not limited to Bates nos. SAP 000024, 000026, 000041, 000043, 000094, 000112 – 000114, etc.

4. Any written contract, agreement, pricing sheet, or rate sheet between Sapsan and Plaintiff’s insured, Klearwall Industries, LLC (“Klearwall”).

Response: Sapsan objects to this request as vague, ambiguous, and overly broad, particularly as it is not limited in time or scope. Subject to the foregoing objections, Sapsan states that it does not possess any documents responsive to this request.

5. All emails either to or from Sapsan involving or relating to the pick-up and delivery of shipments on behalf of Albatrans and/or Klearwall for the years 2017 and 2018.

Response: Sapsan objects to this request as overly broad, unduly burdensome, vexatious, and disproportional to the needs of the case pursuant to Rule 26(b)(1), particularly as it is not limited in time or scope, and any benefit of the proposed discovery would be far outweighed by the burden and expense that would be imposed on a small company like

Sapsan. Sapsan further objects to this request as a wasteful fishing expedition that seeks irrelevant information under either the *Goodyear-Daimler* standard for general jurisdiction or the C.P.L.R. 302(a) standards for long-arm jurisdiction. Subject to the foregoing objections, please see the attached documents, including but not limited to Bates nos. SAP 000020 – 000549, etc.

6. All freight invoices or freight bills issued to Albatrans for the years 2017 and 2018.

Response: Sapsan objects to this request as overly broad, unduly burdensome, vexatious, and disproportional to the needs of the case pursuant to Rule 26(b)(1), particularly as it is not limited in time or scope, and any benefit of the proposed discovery would be far outweighed by the burden and expense that would be imposed on a small company like Sapsan. Sapsan further objects to this request as a wasteful fishing expedition that seeks irrelevant information under either the *Goodyear-Daimler* standard for general jurisdiction or the C.P.L.R. 302(a) standards for long-arm jurisdiction. Subject to the foregoing objections, please see the attached documents, including but not limited to Bates nos. SAP 000180 – 000279, etc.

7. All checks or other documents reflecting payments that Sapsan received from Albatrans.

Response: Sapsan objects to this request as overly broad, unduly burdensome, vexatious, and disproportional to the needs of the case pursuant to Rule 26(b)(1), particularly as it is not limited in time or scope, and any benefit of the proposed discovery would be far outweighed by the burden and expense that would be imposed on a small company like Sapsan. Sapsan further objects to this request as a wasteful fishing expedition that seeks irrelevant information under either the *Goodyear-Daimler* standard for general jurisdiction or the C.P.L.R. 302(a) standards for long-arm jurisdiction. Subject to the foregoing objections, Sapsan incorporates its response to Request No. 6 herein.

8. All bills of lading for shipments transported by Sapsan on behalf of Albatrans and/or Kleerwall [*sic*] for the years 2017 and 2018.

Response: Sapsan objects to this request as overly broad, unduly burdensome, vexatious, and disproportional to the needs of the case pursuant to Rule 26(b)(1), particularly as any benefit of the proposed discovery would be far outweighed by the burden and expense that would be imposed on a small company like Sapsan. Sapsan further objects to this request as a wasteful fishing expedition that seeks irrelevant information under either the *Goodyear-Daimler* standard for general jurisdiction or the C.P.L.R. 302(a) standards for long-arm jurisdiction. Subject to the foregoing objections, Sapsan states that it does not possess any documents responsive to this request.

9. A list of all [of] Sapsan's customers and vendors located in the State of New York.

Response: Sapsan objects to this request as an interrogatory improperly phrased as a request for the production of a document. Sapsan has no obligation under the Federal Rules of Civil Procedure to create documents or undertake a work product exercise for the benefit of Plaintiff. Sapsan further objects to this request as overly broad, unduly burdensome, vexatious, and disproportional to the needs of the case pursuant to Rule 26(b)(1), particularly as it is not limited in time or scope, and any benefit of the proposed discovery would be far outweighed by the burden and expense that would be imposed on a small company like Sapsan. Sapsan further objects to this request as a wasteful fishing expedition that seeks irrelevant information under either the *Goodyear-Daimler* standard for general jurisdiction or the C.P.L.R. 302(a) standards for long-arm jurisdiction. Subject to the foregoing objections, Sapsan identifies defendant Albatrans' New York office, BNX Shipping, Inc., and K International Transport Co., Inc.

10. Copy of Uniform Intermodal Interchange and Facilities Agreement(s) ("UILA") with defendant, Maersk and any other steamship line.

Response: Sapsan objects to this request as it is neither limited nor relevant to the issue of personal jurisdiction and therefore is prohibited by the Court's January 22, 2019 Order. Sapsan further objects to this request as a wasteful fishing expedition that seeks irrelevant

information under either the *Goodyear-Daimler* standard for general jurisdiction or the C.P.L.R. 302(a) standards for long-arm jurisdiction. Sapsan further objects to this request as the UIIA is an industry-wide contract with over 7,600 signatories participating in a trade association program administered by the Intermodal Association of North America (“IANA”); it is not a standalone contract between a particular motor carrier and a steamship line. *See, e.g., CMA-CGM (America), Inc. v. Empire Truck Lines, Inc.*, 416 S.W.3d 495, 514 n. 5 (Tex. App.—Houston [1st Dist.] 2013, pet. denied) (acknowledging that the UIIA is a contract of adhesion and that “virtually all of the [equipment] interchange domestically in North America is done pursuant to the UIIA.”). Sapsan further objects to this request pursuant to Rule 26(b)(2)(C)(i) insofar as the UIIA is publicly available and can be obtained by Plaintiff from the IANA website at: <https://www.uiia.org>. Subject to the foregoing objections, please see the attached document, Bates no. SAP 000019.

11. Copy of any agreement with Maersk or other steamship lines.

Response: Sapsan objects to this request as it is neither limited nor relevant to the issue of personal jurisdiction and therefore is prohibited by the Court’s January 22, 2019 Order. Sapsan further objects to this request as overly broad, unduly burdensome, vexatious, and disproportional to the needs of the case pursuant to Rule 26(b)(1), particularly as it is not limited in time or scope, and any benefit of the proposed discovery would be far outweighed by the burden and expense that would be imposed on a small company like Sapsan. Subject to the foregoing objections, as well as its response to Request No. 10, Sapsan states that it does not possess any documents relating to the Shipments that are responsive to this request.

12. Copies of all checks received or paid by Sapsan to or from Maersk or other steamship lines.

Response: Sapsan objects to this request as it is neither limited nor relevant to the issue of personal jurisdiction and therefore is prohibited by the Court’s January 22, 2019 Order. Sapsan further objects to this request as overly broad, unduly burdensome, vexatious, and disproportional to the needs of the case pursuant to Rule 26(b)(1), particularly as it is not

limited in time or scope, and any benefit of the proposed discovery would be far outweighed by the burden and expense that would be imposed on a small company like Sapsan. Subject to the foregoing objections, states that it does not possess any documents relating to the Shipments responsive to this request.

Dated: February 15, 2019

HILL RIVKINS LLP, *Attorneys for*
Defendant Sapsan LLC

By: /s/ Justin M. Heilig

Justin M. Heilig
Teresa H. Dooley
45 Broadway, Suite 1500
New York, NY 10006
Tel: (212) 669-0600
Email: jheilig@hillrivkins.com
Email: tdooley@hillrivkins.com

EXHIBIT E

Teresa H. Dooley

From: yulian nilsen <sapsanllc@hotmail.com>
Sent: Monday, February 11, 2019 5:58 PM
To: Teresa H. Dooley
Subject: Fw: Ref H42809/ invoice attached
Attachments: Scan.pdf

From: yulian nilsen <sapsanllc@hotmail.com>
Sent: Friday, October 13, 2017 1:54 PM
To: t.leone@albatrans.com; Stacey Kuchcicki - Albatrans New York
Subject: Ref H42809/ invoice attached

Please confirm receipt.
Prompt payment is greatly appreciated.

Regards,
Julian Nilsen
Sapsan LLC
201-438-7322

2017-14

ALBATRANS INC.
149-10 183RD STREET
JAMAICA, NY 11413 USTel: 718-917-6795
Fax: 718-917-6747

DELIVERY ORDER

Partner Key 1: ITNCJS003946
Partner Key 2: SUDU17DUBEN0705XKLEARWALL INDUSTRIES, LLC
530 ANCHOR DR
MONETA, VA 24121-2309 USDATE
09/28/2017OUR REF. NO.
0118423THE MERCHANDISE DESCRIBED BELOW
WILL BE ENTERED AND FORWARDED AS
FOLLOWS:

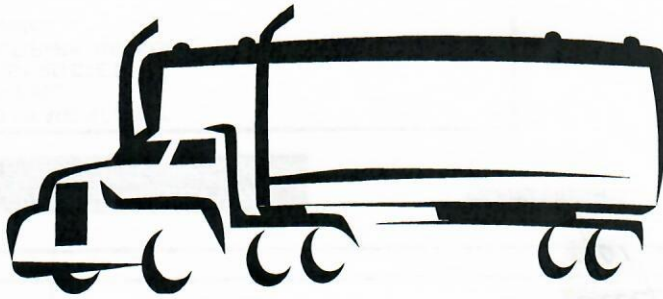
IMPORTING CARRIER MSC SAVANNAH-738W		LOCATION PORT NEWARK CONTAINER TERMINAL LLC		FROM PORT OF / ORIGIN AIRPORT CORK; COBN, IRELAND	
B/L OR AWB NO. SUDU 17DUBEN0705X	ARRIVAL DATE 10/02/2017	FREE TIME EXP.	LOCAL DELIVERY OR TRANSFER BY (DELIVERY ORDER ISSUED TO) SAPSAN		
INLAND CARRIER		HAWB NO.	ENTRY NO. KE3-0118423-7	CUST. REF. NO. H42809	
FOR DELIVERY TO			ROUTE		
BTS 300 STAMFORD PLACE STAMFORD, CT 06902 US Contact: CHARLIE BLANCHARD			NOTIFY:		

NO. OF PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	DO NOT USE
98 CTN	WINDOWS I.T. Number: ---- ISSUER/MASTER ISSUER/HOUSE SUDU 17DUBEN0705X ---- Container, Type, Quantity, Seal, Weight CXDU2261112, 40, 98 CTN, U154563, 8827 K PO 2017-14	19460 LB	
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p>CL Blanchard</p> <p>BLANCHARD</p> <p>Arrive 8:30</p> <p>PRT 11:00</p> </div> <div style="text-align: center;"> <p>BTS</p> <p>10/S</p> </div> </div>			

INLAND FREIGHT

PREPAID / COLLECT
PREPAIDReceived in Good Order
By:LIABILITY, INCLUDING NEGLIGENCE IS LIMITED TO THE SUM OF
\$50.00 PER SHIPMENT, UNLESS A GREATER VALUATION SHALL BE
PAID FOR OR AGREED TO BE PAID IN WRITING PRIOR TO SHIPPING.DELIVERY CLERK: DELIVER
TO CARRIER'S SHOWROOM

SAP 000214



SAPSAN, LLC

Member of Express Transporter Group

Invoice: # N1943

59 Kossuth St

LOAD

H42809

Wallington NJ 07057

DATE OF DELIVER 10/5/2017

Phone: 201-438-7322

Fax 201-438-7655

Bill To:

Albatrans Inc

149-10 183rd St

Jamaica, NY 11413

Cont # CXDU2261112	850.00
	850.00

THANK YOU FOR YOUR BUSINESS!

EXHIBIT F

Teresa H. Dooley

From: yulian nilsen <sapsanllc@hotmail.com>
Sent: Monday, February 11, 2019 5:16 PM
To: Teresa H. Dooley
Subject: Fw: Ref H36615/ invoice attached
Attachments: Scan.pdf

From: yulian nilsen <sapsanllc@hotmail.com>
Sent: Friday, April 14, 2017 6:14 PM
To: t.leone@albatrans.com; Onuma Boonchim - Albatrans Inc. New York
Subject: Ref H36615/ invoice attached

Please confirm receipt.
Prompt payment is greatly appreciated.

Regards,
Julian Nilsen
Sapsan LLC
201-438-7322

ALBATRANS INC.
149-10 183RD STREET
JAMAICA, NY 11413 US

Tel: 718-917-6795
Fax: 718-917-6747

DELIVERY ORDER

Partner Key 1: ABT55S109515
Partner Key 2: CMDULHV1579784

PARADIS GROUP LLC
3718 MORRISON ST NW
WASHINGTON, DC 20015-1734 US

DATE
03/31/2017

OUR REF. NO.
0113784

THE MERCHANDISE DESCRIBED BELOW
WILL BE ENTERED AND FORWARDED AS
FOLLOWS:

IMPORTING CARRIER CMA CGM MUSSET-0667R		LOCATION SEALAND TERMINAL		FROM PORT OF / ORIGIN AIRPORT FOS SUR MER; FOS, FR	
B/L OR AWB NO. CMDU LHV1579784	ARRIVAL DATE 04/04/2017	FREE TIME EXP.	LOCAL DELIVERY OR TRANSFER BY (DELIVERY ORDER ISSUED TO) SAPSAN		
INLAND CARRIER		HAWB NO. 5500022981	ENTRY NO. KE3-0113784-7	CUST. REF. NO. H36615	
FOR DELIVERY TO Gateway warehouse, Inc. C/O PARADIS GROUP 3 Distribution Ave. Suite 139 Kearny, NJ 07032 Contact: Mary Jo Vazquez/p/973-589-4595 ext.223			ROUTE NOTIFY:		

NO. OF PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	DO NOT USE
354 CTN	WINE I.T. Number: ---- ISSUER/MASTER ISSUER/HOUSE CMDU LHV1579784 ABTB 5500022981 Container, Type, Quantity, Seal, Weight APZU3468490, 20GD, 354 CTN, 036192, 5790 KGS 20 CMA LL#436477 4/6 @ 2-9AM # 52912 SEAL#036192	12765 LB	

INLAND FREIGHT

PREPAID / COLLECT
PREPAID

Received in Good Order

By:

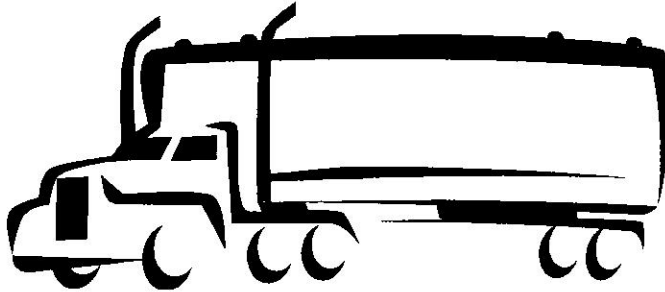
LIABILITY, INCLUDING NEGLIGENCE IS LIMITED TO THE SUM OF
\$50.00 PER SHIPMENT, UNLESS A GREATER VALUATION SHALL BE
PAID FOR OR AGREED TO BE PAID IN WRITING PRIOR TO SHIPPING.

DELIVERY CLERK: DELIVER
TO CARRIER SHOWN ABOVE

PER

ORIGINAL

SAP 000349



SAPSAN, LLC

Member of Express Transporter Group

Invoice: # N1500

59 Kossuth St

LOAD H36615

Wallington NJ 07057

DATE OF 4/6/2017
DELIVER

Phone: 201-438-7322

Fax 201-438-7655

Bill To:

Albatrans Inc

149-10 183rd St

Jamaica, NY 11413

Cont # APZU3468490	375.00
	375.00

THANK YOU FOR YOUR BUSINESS!

EXHIBIT G

Teresa H. Dooley

From: yulian nilsen <sapsanllc@hotmail.com>
Sent: Monday, February 11, 2019 5:06 PM
To: Teresa H. Dooley
Subject: Fw: Ref H33077/ invoice attached
Attachments: Image.PDF; Image0001.PDF

From: yulian nilsen <sapsanllc@hotmail.com>
Sent: Sunday, January 22, 2017 11:16 PM
To: Becky Chen - Albatrans Inc. New York; t.leone@albatrans.com
Subject: Ref H33077/ invoice attached

Please confirm receipt.
Prompt payment is greatly appreciated

Regards,
Julian Nilsen
Sapsan LLC
201-438-7322

ALBATRANS INC.
149-10 183RD STREET
JAMAICA, NY 11413 US

Tel: 718-917-6795
Fax: 718-917-6747

DELIVERY ORDER

Partner Key 1: ABTC1S602805
Partner Key 2: EGLV141688631227

ILAPAK INC
105 PHEASANT RUN RD
NEWTOWN, PA 18940 US

DATE
01/04/2017

OUR REF. NO.
0111761

THE MERCHANDISE DESCRIBED BELOW
WILL BE ENTERED AND FORWARDED AS
FOLLOWS:

IMPORTING CARRIER EVER LAUREL-025E		LOCATION MAHER TERM BLDG 2180 CDS		FROM PORT OF / ORIGIN AIRPORT HSINKANG; XINGANG, C	
B / L OR AWB NO. EGLV 141688631227	ARRIVAL DATE 01/05/2017	FREE TIME EXP.	LOCAL DELIVERY OR TRANSFER BY (DELIVERY ORDER ISSUED TO) SAPSAN		
INLAND CARRIER SAPSAN		HAWB NO. ABTC1S602805	ENTRY NO. KE3-0111761-7	CUST. REF. NO. H33077	
FOR DELIVERY TO ILAPAK INC 105 PHEASANT RUN RD NEWTOWN, PA 18940 US Contact: ELAINE 215 579 2900			ROUTE NOTIFY: <i>Ref #</i>		

NO. OF PKGS.	DESCRIPTION OF ARTICLES, SPECIAL MARKS & EXCEPTIONS	WEIGHT	DO NOT USE
12 CTN	<p>MACHINE I.T. Number: ---- ISSUER/MASTER ISSUER/HOUSE EGLV 141688631227 SDBD ABTC1S602805 Container, Type, Quantity, Seal, Weight <u>DRYU2446611</u>, 22G0, 12 CTN, EMCBGU5775, 4807 KGS PO# US-2767, US-2766, US2708</p> <p>*** Please note there can be different free time tariffs with the steamship line versus the terminal, and charges can be payable to both parties separately. Truckers are responsible to check availability of containers and free time with all parties directly, and Albatrans will not be responsible for any discrepancies with carrier/terminal websites. If any doubt, please check with Albatrans to confirm last free day. Albatrans will not be responsible for any line or terminal demurrage.***</p> <p>Please schedule delivery appointment with receiver. If there are any issues, please contact Albatrans.</p> <p><i>Charlie Gardiner</i> 1-10-17</p>	10598 LB	

INLAND FREIGHT

PREPAID / COLLECT
COLLECT

Received in Good Order
By:

LIABILITY, INCLUDING NEGLIGENCE IS LIMITED TO THE SUM OF \$50.00 PER SHIPMENT, UNLESS A GREATER VALUATION SHALL BE PAID FOR OR AGREED TO BE PAID IN WRITING PRIOR TO SHIPPING.

DELIVERY CLERK: DELIVER
TO CARRIER SHOWN ABOVE

ORIGINAL

SAP 000916



SAPSAN, LLC

Member of Express Transporter Group

Invoice: # N1272

59 Kossuth St

LOAD

H33077

Wallington NJ 07057

**DATE OF
DELIVER** 1/10/2017

Phone: 201-438-7322

Fax 201-438-7655

Bill To:

Albatrans Inc

149-10 183rd St

Jamaica, NY 11413

Cont # DRYU2446611	600.00
	600.00

THANK YOU FOR YOUR BUSINESS!